

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

IN THE MATTER OF THE IRREVOCABLE
SUB-TRUSTS OF BENJAMIN KRAUT, Deceased,
AND RENEE KRAUT, Deceased,
NINA COURTNEY and ZIA TRUST, INC.,
A New Mexico Trust Company, Co-Trustees,

CIV 17-1259 MV/KBM

Petitioners.

ORDER DENYING MOTION TO RECONSIDER

THIS MATTER is before the Court on the Motion to Reconsider Order Finding Motion to Remand and Motion to File Surreply as Moot filed by Petitioners Nina Courtney and Zia Trust, Inc. on August 9, 2018. *Doc. 24*. Having received notice from the Parties that they had reached a negotiated resolution of this matter, the Court found the pending motions moot. Petitioners now ask that I revisit that finding. Yet these same “Petitioners and the mediator James A. Hall take the position that the agreement as written is a binding contract.” *Id.* at 1. Apparently, “the settlement has not been completed because a modification is necessary.” *Doc. 26* at 1. The Court agrees with Respondents that “[a]s often happens with settlement agreements, specific elements of the agreement entered into at mediation need modification following the mediation.” *Doc. 25* at 1. Until such time as the Court receives notice that the Parties cannot through further negotiations finalize the settlement agreement, the Court declines to resurrect the motions at issue.


UNITED STATES MAGISTRATE JUDGE